

COUNTY OF SURRY, VIRGINIA

Request for Proposals – Town of Dendron – Public Water System Improvements Design

RFP Number: ES2015-01

Closing Date: April 17, 2015 at 2:00 PM EST

ALL PROPOSALS MUST BE RECEIVED BY THE CLOSING DATE AND TIME TO BE CONSIDERED

One (1) original and three (3) copies of each proposal, including any attachment, shall be mailed or delivered to:

***Surry County
Administrator
P. O. Box 65
45 School Street
Surry, Virginia 23883***

All inquiries for information regarding procurement procedures, proposal submission requirements, or other fiscal/administrative concerns shall be directed to:

Tyrone Franklin
Surry County Administrator
P. O. Box 65
Surry, VA 23883

Phone: 757-294-5271
Fax 757-294-5204
E-mail: twfranklin@surrycountyva.gov

For technical information relating to this RFP, please contact:

Earl Sutherland, PE
Pennoni Associates
117 East Piccadilly Street
Suite 200
Winchester, VA 22601

Phone: 540-347-1858
E-mail: esutherland@pennoni.com

In compliance with this Request for Proposal and all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the signed proposal and as mutually agreed upon by subsequent negotiations.

Name	_____	Date	_____
	PRINT OR TYPE COMPANY NAME		
Address	_____	Fax #	_____

Submitted by	_____	Phone #	
	PRINT OR TYPE INDIVIDUAL'S NAME		
Signature	_____	FEIN/SSN	_____

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**CERTIFICATION PAGE
RETURN THIS PAGE WITH PROPOSAL SUBMISSION**

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Surry County is currently seeking proposals from qualified technical professionals to provide the planning, design, Virginia Health Department (VDH) approval, and all contract documents necessary to secure competitive bids for the construction of public water system improvements for the Town of Dendron.

The following shall govern this project:

1. *Specifications:* Attached as **Exhibit A.**
2. *General Terms & Conditions:* The General Terms & Conditions attached as **Exhibit B** and the Special Terms & Conditions, **Exhibit C**, shall govern this project.
3. *Payment Terms:* Payment terms are net, 30 days from date of invoice or approval of invoice by the County Administrator or his designee, whichever is later.
4. *Proposal Documents:* A minimum of four (4) complete proposals must be signed and sealed in envelopes/packaging plainly marked on the outside, **"RFP ES2015-01; Town of Dendron - Public Water System Improvements Design; to be opened April 17, 2015 at 2:00 PM"** and should be sent to the County Administrator.
5. *Proposals received after the submission deadline will be returned unopened.*

Proposals will be opened and acknowledged by the County Administrator at the appointed hour and date or his designee at the County Administrators Office, 45 School Street, Surry, Virginia. Since this is a Request for Proposals for professional services, proposals shall not include information about cost of services. Proposals shall indicate the experience of the firm, the approach to the project, a projected timeline for completion, and references.

The proposal shall list the SCC licensed number of the firm or a stock corporation or indicate why such authorization is not necessary.

Background

The Public Water System serving the Town of Dendron and some immediately adjacent areas was constructed in 1975 and modestly upgraded in 1985. The system is owned by Surry County and operated under contract by the Sussex County Service Authority. At present the system serves approximately 160 primarily residential customers. Average daily demand typically ranges between 20,000 and 30,000 gallons per day.

Many of the system components are reaching the end of their useful life and must be refurbished or replaced. A January 2008 Preliminary Engineering report prepared by Bury+Partners (now Bowman Consulting) identified the principal deficiencies of the system and recommended specific improvements for modernizing the system. A May 2014

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inspection report by the Virginia State Health Department itemized additional deficiencies. In October 2014 Bowman Consulting prepared a supplemental report that updated the 2008 cost estimate and incorporated the Health Department recommendations.

Copies of these and other pertinent documents will be provided electronically upon request.

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Exhibit A

Specifications for Town of Dendron Water System Improvements Design

All Offerors are strongly encouraged to visit the Town of Dendron to inspect the existing water system. To schedule a site visit contact Bob Magette, Operations Manager, Sussex Service Authority, 4385 Beef Steak Road, Waverly, Virginia 23890; 804-691-4582.

The work product under this RFP will include the following:

1. Organize and attend a Predesign Conference with the Virginia Department of Health Southeast (Norfolk) Field Office.
2. Preparation of 30% preliminary design plans based on the improvements recommended in the Bowman Consulting report, including the necessary mapping and field surveys.
3. Preparation of 95% design plans and specifications suitable for submission to the Health Department Southeast Field Office for review and comment.
4. Preparation of final design plans, specifications and contract documents suitable for advertisement for competitive bidding and incorporating the requirements of the relevant State and Federal loan/grant agencies.
5. Preparation of an alternative bid item incorporating an electronic water meter reading system for each connection.
6. Preparation of alternative 30%, 95%, and final design plans for a 250,000 gallon elevated storage tank based system in lieu of the Bowman Consulting recommended system, including complete replacement of all existing mains with new 6-inch PVC pipe and modern fire hydrants.
7. Preparation of an opinion of probable costs for the base design and all alternatives.
8. Provide assistance to the County in pursuing grant and loan funding resources.
9. Provide assistance to the County during the Contract bidding and award phase.

Upon receipt of the proposals, a selection committee will evaluate each proposal.

The Proposal Evaluation Criteria will be as follows:

- A. Experience of the Consultant in the planning and design of similar projects.
- B. Demonstrated record in bringing in similar projects in on time and on budget.
- C. Demonstrated understanding of the Town of Dendron project.
- D. Experience in assisting in the securing of construction loans and grants.
- E. Successful references provided from recent clients.
- F. Cost of Services (Not to be considered in determining which firms are

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interviewed, but used in determining ranking of firms following interviews)

The evaluation procedure will be as follows: Upon the receipt of proposals, the County shall engage in individual discussions with two or more offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. The offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the County may discuss nonbinding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, nonbinding estimates of price for services. At the conclusion of such discussion, on the basis of the evaluation factors outlined above and all information developed in the selection system to this point, the County shall select in the order of preference two or more offerors whose professional qualifications and proposed services are deemed the most meritorious. Negotiations shall then be conducted, beginning with the offeror ranked first. If a contract satisfactory and advantageous to the County can be negotiated at a price considered fair and reasonable, the award shall be made to that offeror. Otherwise, negotiations with the offeror ranked first shall be formally terminated and negotiations conducted with the offeror ranked second and so on until such a contract can be negotiated at a fair and reasonable price. Should the County determine in writing and in its sole discretion that only one offeror is fully qualified or that one offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that offeror. The contract will be awarded by the County Board of Supervisors upon recommendation of the County Administrator.

EXHIBIT B

**SURRY COUNTY, VIRGINIA GENERAL
TERMS AND CONDITIONS**

1. *DEFINITIONS:*

- a. The term **"County"** shall mean Surry County, Virginia through the governing body or other agent with authority to execute the contract for the County.
- b. The term **"Offeror"** means the person, firm or corporation named such in the contract and includes the plural number and the feminine gender when such are named in the contract.
- c. The term **"Subcontractor"** means only those having a direct contract with the Offeror and involved in the preparation of the specified work product.
- d. The term **"Drug-Free Workplace"** means a site for the performance of work done in connection with a specific contract awarded to a Offeror as a result of this solicitation, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract

2. *MANDATORY USE OF COUNTY FORMS, TERMS AND CONDITIONS*

Failure to submit a proposal on the official County form, if provided, shall be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, the County reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive.

3. *PRECEDENCE OF TERMS*

In case of a conflict between the General Terms and conditions and the Special Terms and Conditions for use in a particular procurement, the Special Terms and Conditions shall apply.

4. *CLARIFICATION OF TERMS*

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective offeror should contact the County Administrator or the technical representative whose name appears on the face of

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the solicitation by ten days before the bid opening date. Any revisions to the solicitation will be made only by a written addendum issued by the County Administrator or his designee.

5. *INVOICES*

All invoices shall show the County's contract number and/or purchase order number.

6. *DEFAULT*

In case of failure to deliver goods or services according to the contract terms and conditions, the County, after due oral or written notice, may obtain them from other sources and hold the Offeror responsible for any resulting additional purchase and administrative costs. This remedy shall be beyond any other remedies that the County may have.

7. *ASSIGNMENT OF CONTRACT*

A contract shall not be assignable by the successful Offeror in whole or in part without the written consent of the County.

8. *ANTITRUST*

By entering into a contract, the Offeror conveys, sells, assigns and transfers Surry County all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia relating to the services purchased or acquired by the County under said contract.

9. *ETHICS IN PUBLIC CONTRACTING*

By submitting a proposal, all Offerors certify that their proposal is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor about their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

10. *ANTI-DISCRIMINATION*

By submitting a proposal all Offerors certify to the County that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and the Virginia Fair Employment Act of 1975, as amended, where applicable, and Section 11-51 of the Virginia Public Procurement Act that provides:

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- a. During the performance of this contract, the Offeror agrees as follows:

The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Notices, advertisements and solicitations placed according to federal law, rule or regulation shall be deemed sufficient for meeting the requirements of this section.

- b. The Offeror will include the provisions of paragraph 10.a above in every subcontract, so that the provisions will be binding upon each subcontractor.

11. *INDEMNIFICATION*

Offerors agree to indemnify, defend and hold harmless Surry County, its officers, agents and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by any materials of any kind or nature furnished by the Offeror.

12. *DEBARMENT STATUS*

By submitting a proposal, all Offerors certify that they are not currently debarred from submitting proposals on contracts by Surry County, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by the County.

13. *APPLICABLE LAW AND COURTS*

Any contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Offeror shall comply with applicable federal, state and local laws and regulations, including specifically the mandatory contract provisions of the Virginia Public Procurement Act.

14. *QUALIFICATIONS OF OFFERORS*

The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the offeror to perform the work and the offer shall furnish the County all such information and data for this purpose as may be requested. The County further reserves the right to reject any proposal if the

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evidence submitted by, or investigations of, such offeror fail to satisfy the County that such offeror is properly qualified to carry out the obligations of the contract and to complete the work.

15. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

Surry County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and the Virginians with Disability Act of 1990.

Specifically, the County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the Americans with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities on the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 §504 to all activities of State and local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 §504.

16. DRUG-FREE WORKPLACE

During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract, so that the provisions will be binding upon each Subcontractor.

17. EMPLOYMENT OF ILLEGAL ALIENS

The Offeror agrees that he does not, and shall not during the performance of this contract, knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

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EXHIBIT C

SPECIAL TERMS AND CONDITIONS

These Special Terms and Conditions shall be a part of the Request for Proposals in addition to the General Terms and Conditions.

1. *CONTRACT DOCUMENTS*

The contract entered into by the parties shall consist of the Request for Proposals, the signed proposal submitted by the Offeror, the Surry County standard contract form or Purchase Order, and the General and Special Terms and Conditions, all which shall be referred to collectively as the Contract Documents.

2. *LAWS AND REGULATIONS*

- a. The successful Offeror shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.
- b. The successful Offeror and all Subcontractors shall be licensed professionals, registered in the Commonwealth of Virginia in their respective specialties, and all work product shall be prepared under the close supervision of the respective licensed professional and the completed documents affixed with the licensed professional's seal and signature.

3. *CONDITIONS AT PROJECT SITE*

Offerors shall visit the project site and shall be responsible for having ascertained pertinent local conditions such as location, accessibility and general character of the site, building or structure, and the character and extent of existing work within or adjacent to the site.

4. *PREPARATION AND SUBMISSION OF PROPOSALS*

- a. Proposals must give the full business address of the offeror and be signed by him or her with his or her usual signature. Proposals by partnerships must furnish the full name of all partners and must be signed in the partnership name by one of the members of the partnership or any authorized representative, followed by the designation of the person signing. Proposals by Corporations must be signed with the legal name of the corporation followed by the name of the State in which it is incorporated and by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the word "President", "Secretary", "Agent", or other designation without disclosing the principal, may be held to be the Proposal of the individual signing. When requested by the County, satisfactory evidence of the authority of the officer signing in behalf of the corporation shall be furnished.

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- b. Identification of Proposal Envelope: The signed proposal should be returned to the County Administrator's office in a separate envelope or package sealed and identified as directed in the request for proposals.

5. WORK PRODUCT REVIEW

The County reserves the right to conduct any independent reviews of the work product it may deem advisable to assure that such materials conform to the specifications.

6. PAYMENT TERMS

Payment for proposed services will be on the basis of percentage of work product received billed on a monthly basis.

7. WITHDRAWAL OR MODIFICATION OF PROPOSALS PRIOR TO DUE DATE

Proposals may be withdrawn or modified by written or telegraphic notice received from Offerors prior to the time fixed for proposal receipt.

8. RECEIPT AND OPENING OF PROPOSALS

- a. It is the responsibility of the Offeror to assure that the proposal is delivered to the place designated for receipt of proposals prior to the time set for receipt of proposals. No proposal received after the time designated for receipt of proposals will be considered and will be returned unopened.
- b. The County Administrator or his designee whose duty it is to open the bids, will decide when the specified time has arrived. No responsibility will be attached to any agent of the County for the premature opening of a proposal not properly addressed or identified.

9. SUBCONTRACTS:

- a. The Offeror shall, as a part of its proposal, identify in writing of the names, addresses and specialty area of Subcontractors. The Offeror shall not employ any Subcontractor that is not responsible or otherwise suitable. The County shall not direct the Contractor to contract with any particular Subcontractor, however, the County may disapprove the use of any Subcontractor deemed unsuitable.
- b. The Offeror must agree that he is fully responsible to the County for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them as well as those persons directly employed by the Offeror himself.

10. *SEPARATE CONTRACTS:*

The County reserves the right to let other contracts in connection with the project or services, the work under which may proceed simultaneously with the performance of this Contract. The Offeror shall take all reasonable action to coordinate his or her work with the separate contractors. If the work done by the separate contractor is defective or so performed as to prevent the Offeror from carrying out the work according to the plans and specifications, the Offeror shall immediately notify the County upon discovering such conditions.

11. *TITLE TO MATERIALS*

All work product prepared under this Contract shall become the exclusive property of Surry County. At each project milestone and at the conclusion of the project, the Offeror shall provide both paper and electronic copies of all materials produced as work product during the course of this Contract.

12. *WARRANTY OF MATERIALS AND WORKMANSHIP*

- a. The Offeror warrants that, all work product prepared under this contract will be prepared in accordance with good engineering principles and practices and all regulations and requirements of the relevant State and federal agencies involved in the project.
- b. Work not conforming to these warranties shall be considered defective.

13. *PROTECTION OF PERSONS AND PROPERTY*

- a. The Offeror expressly undertakes, both directly and through its Subcontractors, to take every precaution at all times for the protection of persons and property, including the County's and the Town of Dendron's employees and property and its own.
- b. The Offeror shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- c. The Offeror shall continuously maintain adequate protection of all work from damage and shall protect the County or Town's property from injury or loss arising in connection with this contract. The Offeror shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the County.
- d. In an emergency affecting the safety or life of individuals or of the work the Offeror, without special instruction or authorization from the County, is hereby permitted to act at its discretion, to prevent such threatened loss or

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injury. Also, should the Offeror in order to prevent threatened loss or injury, be instructed or authorized to act by the County, he shall so act, without appeal. Any additional compensation or extension of time claimed by the Offeror on account of any emergency work shall be determined as provided by Section 14, "Changes in the Work."

14. CHANGES IN THE WORK

- a. The County may at any time by written order, make changes in the scope of work of this Contract and within the general scope thereof, except that no fixed price contract may be increased by more than twenty-five percent of the amount of the contract or fifty thousand dollars (\$50,000), whichever is greater, without the approval of the Board of Supervisors. In making any change, the charge or credit for the change shall be determined by one of the following methods as selected by the County.
 - i. The change order shall stipulate the mutually agreed price that shall be added to or deducted from the contract price.
 - ii. By estimating the number of unit quantities of each part of the work which are changed and then multiplying the estimated number by of such unit quantities by the applicable unit price (if any) set forth in the contract or other mutually agreed unit price. If the County decides to authorize work in accordance with unit price, measurement of unit quantities shall be on a net basis.
 - iii. By ordering the Offeror to proceed with the work and to keep, and present in such form as the County may direct, a correct account of the cost of the change together with all vouchers therefore. The cost shall include an allowance for overhead and profit to be mutually agreed upon by the County and the Offeror.
- b. The Offeror shall furnish the County with an itemized breakdown of the quantities and prices used in computing the value of any change that might be ordered.
- c. All change orders must indicate that the completion date of the project is either not extended or is extended by a specific number of days. Both the old, and if there is one, the new date must be stated.

15. OFFEROR'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

If the work should be stopped under any order of any court or other public authority for a period of three (3) months through no fault of the Offeror or of anyone employed by the Offeror, or if the County should arbitrarily fail to issue any certificate for payment within a reasonable time after they are due, or if the County should fail to pay the Contractor within thirty (30) days any sum certified by the County, then the Offeror may, upon fourteen (14) calendar days written notice to the County, stop work or terminate the contract. The Offeror may then recover the County payment for the cost of the work actually performed.

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The County may offset any claims it may have against the Contractor against the amounts due to the Contractor.

16. COUNTY'S RIGHT TO TERMINATE CONTRACT

- a. If the Offeror should be adjudged bankrupt, or if he or she should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his or her insolvency, the County may terminate this Contract. If the Offeror should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled employees or proper materials, or if he should fail to make prompt payment to Subcontractors or for material or labor, or persistently disregards laws, ordinances or the instructions of the County, or otherwise be in substantial violation of any provision of the contract, then the County may terminate the contract.
- b. Prior to the termination of the Contract, the County shall give the Offeror fourteen (14) calendar days written notice. Upon termination of the contract, the County shall take possession of all materials, thereon and finish the work by whatever method deemed expedient. In such case the Offeror shall not be entitled to receive any further payment. If the expense of finishing the work, including compensation for additional managerial and administrative services, shall exceed the unpaid balance of the contract price, the Offeror shall pay the difference to the County. The expense incurred by the County as herein provided, and the damage incurred through the Offeror's default, shall be certified by the County.
- c. Termination of the Contract under this section is without prejudice to any other right or remedy of the County.

17. NOTICE OF REQUIRED DISABILITY LEGISLATION COMPLIANCE

All work product produced under this Contract shall comply with the statutes and regulations cited in Section 15 of the General Terms and Conditions

18. INSURANCE

The successful Offeror must provide the County with a certificate of insurance naming the County as additional insured before work may begin. Insurance requirements are as follows:

- A. The Offeror shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the delivery of the product hereunder by the contractor, his agents, representatives, employees or subcontractors.
- B. The Offeror shall provide a certificate of insurance naming Surry

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County as additional insured and if requested a certified copy of said policy or endorsement(s) before commencement of contract. All insurance shall be placed with an insurer licensed to do business in the Commonwealth of Virginia. The underwriter shall be subject to the approval of the County.

The Offeror shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project of the general aggregate shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers Liability: Workers' Compensation as required by the Code of Virginia and Employers Liability with limits of \$1,000,000 per accident.
4. Professional Errors and Omissions Insurance - \$1,000,000